

GRANT COUNTY
COMMISSIONERS AGENDA MEETING REQUEST FORM
(Must be submitted to the Clerk of the Board by 12:00pm on Thursday)

REQUESTING DEPARTMENT: Public Works
REQUEST SUBMITTED BY: Shilo Nellis
CONTACT PERSON ATTENDING MEETING: Sam Castro
CONFIDENTIAL INFORMATION: ☐ YES ☒ NO

DATE: 10/03/2023
PHONE: x3501

TYPE(S) OF DOCUMENTS SUBMITTED: (CHECK ALL THAT APPLY)

- | | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> Agreement / Contract | <input type="checkbox"/> AP Vouchers | <input type="checkbox"/> Appointment / Reappointment | <input type="checkbox"/> ARPA Related |
| <input type="checkbox"/> Bids / RFPs / Quotes Award | <input type="checkbox"/> Bid Opening Scheduled | <input type="checkbox"/> Boards / Committees | <input type="checkbox"/> Budget |
| <input type="checkbox"/> Computer Related | <input type="checkbox"/> County Code | <input type="checkbox"/> Emergency Purchase | <input type="checkbox"/> Employee Rel. |
| <input type="checkbox"/> Facilities Related | <input type="checkbox"/> Financial | <input type="checkbox"/> Funds | <input type="checkbox"/> Hearing |
| <input type="checkbox"/> Invoices / Purchase Orders | <input type="checkbox"/> Grants – Fed/State/County | <input type="checkbox"/> Leases | <input type="checkbox"/> MOA / MOU |
| <input type="checkbox"/> Minutes | <input type="checkbox"/> Ordinances | <input type="checkbox"/> Out of State Travel | <input type="checkbox"/> Petty Cash |
| <input type="checkbox"/> Policies | <input type="checkbox"/> Proclamations | <input type="checkbox"/> Request for Purchase | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Recommendation | <input type="checkbox"/> Professional Serv/Consultant | <input type="checkbox"/> Support Letter | <input type="checkbox"/> Surplus Req. |
| <input type="checkbox"/> Tax Levies | <input type="checkbox"/> Thank You's | <input type="checkbox"/> Tax Title Property | <input type="checkbox"/> WSLCB |

SUGGESTED WORDING FOR AGENDA: (Who, What, When, Why, Term, cost, etc.)

Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement, Universal Field Services, Right-of-Way Acquisition Services to Acquire up to 17 parcels for the Grant County Maple and Grape Drive Reconstruction Project, Maximum Amount \$123,975.00

FISCAL / BUDGET IMPACT: You are required to Complete Page 2

LEGAL REVIEW APPROVAL (Complete for Contracts, Agreements, Leases, Ordinances, Etc.)

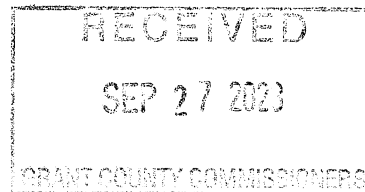
Signature: _____
(Prosecutor/Deputy Prosecutor)

Date: _____

BOCC ACTION (To Be Completed by BOCC Staff)

- ☐ APPROVED
☐ DENIED
☐ TABLED/DEFERRED/NO ACTION TAKEN
☐ CONTINUED TO DATE:
☐ OTHER

DATE OF ACTION: _____



Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: CRP 18-05

Does this Require DES filing? ☐ Yes ☐ No

Firm/Organization Legal Name (do not use dba's): Universal Field Services			
Address 111 Main Street, Suite 105 Edmonds, WA 98020		Federal Aid Number STPUS-9913(004)	
UBI Number 600 019		Federal TIN or SSN Number 73 0676799	
Execution Date		Completion Date May 1, 2024	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title Maple-Grape Drive			
Description of Work Right of Way Acquisition Services to acquire up to 17 parcels fr the Grant County Maple and Grape Drive Reconstruction Project			
<input type="checkbox"/> Yes	%	<input checked="" type="checkbox"/> No DBE Participation	Maximum Amount Payable: \$123,975.00
<input type="checkbox"/> Yes	%	<input checked="" type="checkbox"/> No MBE Participation	
<input type="checkbox"/> Yes	%	<input checked="" type="checkbox"/> No WBE Participation	
<input type="checkbox"/> Yes	%	<input checked="" type="checkbox"/> No SBE Participation	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

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THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the GRANT COUNTY, STATE OF WASHINGTON hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section of this AGREEMENT and hereafter called the "SERVICES"; and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting Services to the AGENCY.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

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- A. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The accepted negotiated hourly rates, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the initial twelve (12) month negotiated hourly rates, as shown on Exhibits "D" and "E", will remain in effect for the next twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new hourly rates that will be applicable for the next twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the new hourly rates, the AGENCY may perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings may be used to establish the new hourly rates that will be applicable for the next twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

- B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY, Washington State Department of Transportation (WSDOT)'s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

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- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per the WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, the State, and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and / or at the request of the AGENCY's Project Manager.

V. Compensation

The CONSULTANT shall be paid \$123,975.00 for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed \$123,975.00. Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

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specified in Section XVII "Special Provisions." The CONSULTANT'S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT's accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and / or at the request of the AGENCY's Project Manager.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation

The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT'S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting

The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII "Modification of Agreement." All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

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The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance required in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or SERVICES required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or SERVICES provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto <http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm>, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

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IX. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Laws and Regulations

The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "REGULATIONS", which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination

The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the above grounds.

4. Information and Reports

The CONSULTANT shall provide all information and reports required by the REGULATIONS; or directives issued pursuant thereto, and shall permit access to its books, records, accounts or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) cancellation, termination, or suspension of this AGREEMENT in whole or in part.

6. Incorporation of Provisions

The CONSULTANT shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

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enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or

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chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subjected to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultant, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, and regulations applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY against and hold harmless the STATE and AGENCY from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and / or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and / or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and / or AGENCY may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultants, subcontractor and vendor, of any tier.

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The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of SERVICES under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and / or AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE's and / or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and / or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT'S professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees or its agents against the STATE and / or AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the STATE industrial insurance law, Title 51 RCW.

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, insurance with companies or through sources approved by the STATE Insurance Commissioner pursuant to Title 48 RCW.

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

XV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

Agreement Number: CRP 18-05

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

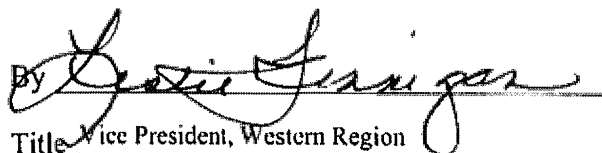
XVII. Special Provisions

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" in the heading on page one (1) of this AGREEMENT.

By 
Title Vice President, Western Region
Date 9/25/2023

By _____
Title _____
Date _____

Agreement Number: CRP 18-05

Exhibit A

Scope of Work

Project No. CRP 18-05

See Following Page, Exhibit A

Agreement Number: CRP 18-05



Scope of Work
Grant County Maple and Grape Drive Reconstruction Project
Right of Way Acquisition Services

It is understood Federal Highway Administration (FHWA) funds will be participating in the project. Therefore, Universal Field Services (UFS) will complete all Right of Way services in accordance with the Grant County (County) and Washington State Department of Transportation's (WSDOT) approved Right of Way Acquisition Procedures, WSDOT Local Agency Guidelines – Section 25 (Right of Way Procedures), and the federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA). Generally, this scope of work includes: Appraisal; Appraisal Review; Acquisition Negotiations and Parcel Closing services.

This scope of work is based on the following:

- Right of Way Plan dated 6/8/2023 provided by Grant County Public Works Department
- ROW Kick-off meeting
- Order updated title reports for project parcels (we ordered the title reports in 2021 during the Preliminary ROW Activities phase)
- Update Parcel Title Summary and Risk Analysis memos
- Public outreach – project introduction letter (to be determined in K/O meeting if County wants to do this)
- Hire appraiser and review appraiser
- Draft acquisition documents, submit to County for review and approval
- Prepare offer packages, get County's and WSDOT's approval
- Present offers and negotiate
- Parcel closing; if partial reconveyances of monetary encumbrances are necessary, we'll recommend that these be closed in escrow
- ROW certification

A. Preparation and Administration – Upon Notice to Proceed, UFS staff will attend a kick off meeting with the County and its design team to obtain additional project information including: available contact information for property owners; discuss material and information needed from the County (Legal Descriptions, Parcel Acquisition Exhibit Maps, Staking, etc.), along with any additional information that will assist in the right of way acquisition process. We will also attend up to ten (10) progress meetings either by conference call or in person and provide up to monthly progress and tracking reports when invoicing.

UFS will provide sample templates of all acquisition documents (offer letters, deeds, easements, right of entries, consents, etc.) for the County's review and approval for project use. All forms and documents will comply with County standards and in accordance with statutory requirements. The County's pre-approved documents will be used when provided. UFS will maintain acquisition records in accordance with statutory, regulatory and policy requirements.

It is understood the County will provide finalized legal descriptions, and parcel acquisition exhibit maps for all the real property rights to be acquired. It is assumed these items will be provided by the County prior to completing sub-task G below – Appraisals / AOS Worksheets.

appraiser will ensure Appraisal Reports will be prepared in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, and current WSDOT Right of Way Manual (particularly Chapter 4).

Subject to completion of the RWFE (sub-task D above) this scope of work assumes seventeen (17) Appraisal reports may be required. This scope of work also assumes that Administrative Offer Summary (AOS) worksheets in lieu of Appraisals could be prepared for those parcels in the RWFE with estimated amounts of just compensation of \$25,000 or less and when the acquisition is uncomplicated. For budgeting purposes, this scope of work and related fee estimate assumes that five (5) parcels may require an Appraisal and Appraisal Review.

Note: Offers to property owners that are based on AOS worksheets are considered Administrative offers. For offers \$10,001 or more up to \$25,000, property owners must be informed in writing if the offer is not based on an appraisal and that an appraisal will be provided if requested. This requirement could have a slight impact on the ROW schedule and ROW cost estimate.

UFS staff will attend all appraisal inspections to ensure the property owners understand the real property rights being appraised; to ascertain what is personal property and real property, and to help build the trust and rapport needed to assist in reaching amicable agreements.

It is assumed Appraisal reports will assume properties are not contaminated and are clean of hazardous materials. It is understood the project NEPA is near completion and will confirm the assumption all parcels are not contaminated at levels requiring cleanup for the for real property rights being acquired.

Completed AOS worksheets, Appraisal and Appraisal Review reports will be submitted to the County by Universal for written approval establishing the amount of Just Compensation to be offered the property owner.

Unless directed otherwise, it is understood the County's policy to share Appraisals with property owners to ensure an open and transparent process.

Deliverable:

- A total of seventeen (17) Appraisal reports or Administrative Offer Summary (AOS) worksheets.

G. Appraisal Reviews – UFS will contract directly with a separate state licensed and WSDOT approved Review Appraiser in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, and current WSDOT Right of Way Manual (particularly Chapter 5). This scope of work includes up to seventeen (17) Appraisal Review reports. Note: offers based upon Administrative Offer Summaries do not require a separate appraisal review.

Deliverable:

- Up to Seventeen (17) Appraisal Review reports

H. Acquisition Negotiation – UFS will acquire real property rights from the seventeen (17) separate tax parcels as shown in Table A below. Upon written approval from the County approving the amounts of just compensation, UFS will prepare each offer packages and send them to the County and WSDOT for review and approval. Upon approval of the offer packages, UFS will promptly present offers to purchase all required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible. Out-of-area owner(s) will be contacted by telephone and by certified mail.

Negotiations will be conducted in accordance with statutory and regulatory requirements and will include: Presentation of offers in person when possible; Coordination of administrative settlement approvals with the County; UFS will negotiate as necessary with lien holders and assist escrow in the closing process;

Prepare and maintain parcel files to include fair offer letters, acquisition documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.

Negotiations shall not be deemed to have failed until at least three significant meaningful contacts have been made and documented with each owner and/or their representative through direct personal contacts. Telephone calls to set up an appointment with a property owner does not justify a significant meaningful contact, unless the property owner refuses to grant an appointment and instructs the County to proceed with condemnation.

As a last resort during negotiations, if the owner is unwilling to agree to a Voluntary Possession and Use Agreement, the file will be transmitted to the County's legal team for mediation or filing of a condemnation action. UFS will provide limited technical support for all mediation or condemnation as required. If negotiations reach an impasse, UFS will provide the County with written notification. The filing and cost of condemnation proceedings shall be the responsibility of the County.

Deliverables:

- Acquisition Negotiation services with owners of seventeen (17) separate tax parcels.

- I. **Parcel Closing** - Prior to sending a settled acquisition package to the County for payment and closing, Universal will request a final update on each title report from the designated Title Company to ensure ownership has not changed and new encumbrances or exceptions have not been recorded. Upon review of updated title information and the previously completed Parcel Title Summary Memo, Universal will provide advisory assistance to the County in determining the most appropriate method of closing each transaction. Subject to the County's Title Clearing policies, the method of closing can be completed in-house or through a reputable escrow firm. Typically, the title company will also provide escrow services.

The signed conveyance documents together with escrow instructions will be transmitted to the County for approval and signature. Once County approval is received, the transaction package will be delivered to the designated escrow company for closing and recording. Albeit the escrow firm's responsibility, UFS will work with the Escrow and Title Company in their effort to remove unacceptable exceptions and to obtain title insurance policies for the County.

Deliverable:

- Completed Acquisition files – Seventeen (17) each.

- J. **Right-of-Way Certification** – Since there will be federal funds participating in the project, Right of Way Certification will be coordinated and completed through WSDOT Real Estate Services. Right of Way acquisition and relocation files will be prepared and completed to the satisfaction of a WSDOT Right of Way review to support federal aid participation. UFS will further coordinate right of way activities with WSDOT's Central Region Local Agency Coordinator, Ms. Terri Brown as needed throughout the project. Upon completion of all Right of Way activities, UFS will prepare the ROW Certification Spreadsheet along with the appropriate Right of Way Certification letter in draft format for the County's review and signature for submittal to WSDOT.

Deliverable:

- Draft Right of Way Certification letter
- ROW Certification Spreadsheet
- Electronic transmittal of parcel files to WSDOT for certification review and approval

County will provide the following:

1. Approval of a designated escrow company used for this project. The escrow company will bill the County directly for all escrow services provided.
2. Approved Right of Way Plans; Drawings; Maps; Exhibits; Right of Way Staking; etc., as necessary.

3. Legal descriptions in electronic format for all real property rights to be acquired.
4. Review and approval of all determinations of value, established by the project appraisers. Provide written authorization prior to offers being made to property owners.
5. Payment of any and all compensation to property owners; recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.
6. Send introduction letters to property owners as necessary.

No.	Tax Parcel No	Property Owner	Partial Perm. Road Easemt	Valuation Type (See Note 2)
1	17-0331-000	Toy, James V & Belinda G	X	AOS
2	17-0478-017	Merrill, Andrea Dawn	X	AOS
3	17-0478-045	Smith, Jerry L & Carol L	X	AOS
4	17-0365-000	Hofstetter, Mark A	X	AOS
5	17-0364-000	Willis, Christopher & Michelle	X	AOS
6	17-0338-000	Lauckner, Sandra	X	AOS
7	17-0339-000	Boyd, Robin & Iris	X	AOS
8	17-0471-000	Kluge, Mike & Janet	X	AOS
9	17-0478-000	Skidmore, Shawnia J	X	AOS
10	17-0337-000	Hendrickson, Jerry L & Gayle	X	Appraisal
11	17-0336-000	Lynch, Norman J & Judy A	X	Appraisal
12	17-0462-000	Crow, Loyd J & Venus M	X	Appraisal
13	17-0319-000	Foster, Kevin L & Rose M	X	AOS
14	17-0478-006	Ramm, Loren J	X	Appraisal
15	17-0316-000	Moore, Jesse C & Dorothy A	X	Appraisal
16	17-0328-000	Babak, Gregory	X	AOS
17	17-0329-000	Ramirez, Richard J & Robyn	X	AOS

Notes:

- 1) Real Property Rights to acquire as shown is subject to change upon completion of an approved Right of Way Plan. Any changes could increase the level of effort estimated to complete acquisition negotiations.
- 2) Valuation Types for each parcel is assumed and will be ascertained upon completion of RWFE.
AOS = (Administrative Offer Summary).

Exhibit B

DBE Participation

WSDOT DBE goal is zero.

Agreement Number: CRP 18-05

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

N/A

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

N/A

D. Specify the Agency's Right to Review Product with the Consultant

Agency retains ownership of all electronic files

E. Specify the Electronic Deliverables to Be Provided to the Agency

Consultant will provide to the Agency all files as requested

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency will provide all services and information as detailed in the Scope of Work.

II. Any Other Electronic Files to Be Provided

As mutually agreed upon between Agency and Consultant.

III. Methods to Electronically Exchange Data

Data will be transferred via email, sharepoint and other compatible electronic transfer methods.

A. Agency Software Suite

Microsoft Office 365

B. Electronic Messaging System

Email (MS Outlook)

C. File Transfers Format

Sharepoint and other compatible media

Exhibit D

Prime Consultant Cost Computations

See following page - Exhibit D

Agreement Number: CRP 18-05

**Right of Way Services
Grant County Maple and Grape Drive Reconstruction Project
Fee Estimate**

DIRECT SALARY COSTS (DSC)

	<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1	ROW Oversight	32.0	X	\$78.00	\$	2,496
2	Lead Senior Acquisition Speci	712.0	X	\$52.00	= \$	37,024
3	Title / Escrow Specialist	48.0	X	\$38.00	= \$	1,824
4	Sr Administrative Specialist	46.0	X	\$25.00	= \$	1,150
<hr/>						
	Total Hours	838.0	Subtotal Direct Salary Costs (DSC) =			\$ 42,494
	Indirect Cost Rate (ICR)	57.90%				\$ 24,604
	Fixed Fee (FF)	30.00%				\$ 12,748

TOTAL DSC = \$ 79,846

DIRECT NONSALARY COSTS (DNSC)

Mileage	425	miles @ \$ 0.655	\$	278
Miscellaneous Expenses (see note 3 below)			\$	850

TOTAL (DNSC) = \$ 1,128

SUBCONSULTANTS

Administrative Offer Summary 12 each	Pacific Appraisal Associates	\$	18,000
Appraisal Reports 4 each	Pacific Appraisal Associates	\$	14,000
Appraisal Reports 1 each	Pacific Appraisal Associates	\$	4,500
Appraisal Review Reports 5 each	R. F. Duncan & Associates	\$	6,500

TOTAL SUBCONSULTANT FEES = \$ 43,000

TOTAL ESTIMATED AMOUNT = \$ 123,975

Notes:

- 1.) Universal reserves the right to re-negotiate estimate total if Notice to Proceed not provided within 180 days from the date of this estimate.
- 2.) Mileage to be billed at \$0.655/mile or the approved IRS rate at the time mileage is incurred.
- 3.) Reimbursable miscellaneous expenses including but not limited to: mapping, photos, postage, parking, printing, tolls, ferry fees, etc., at cost - no markup.
- 4.) This fee estimate is based on UFS Scope of Work dated August 11, 2023
- 5.) Federal funds are allocated to the ROW Phase.

Right of Way Acquisition Services

Grant County Maple and Grape Drive Reconstruction Project

Fee Estimate

Parcel Data			Real Property Rights to be Acquired		Acquisition Hours / Mileage		
No.	Tax Parcel Number	Owner	Partial Fee Simple	Temp Const Esmt			
1	17-0331-000	Toy, James V & Belinda G	X	AOS	1	32	25
2	17-0478-017	Merrill, Andrea Dawn	X	AOS	1	32	25
3	17-0478-045	Smith, Jerry L & Carol L	X	AOS	1	32	25
4	17-0365-000	Hofstetter, Mark A	X	AOS	1	32	25
5	17-0364-000	Willis, Christopher & Michelle	X	AOS	1	32	25
6	17-0338-000	Lauckner, Sandra	X	AOS	1	32	25
7	17-0339-000	Boyd, Robin & Iris	X	AOS	1	32	25
8	17-0471-000	Kluge, Mike & Janet	X	AOS	1	32	25
9	17-0478-000	Skidmore, Shawna J	X	AOS	1	32	25
10	17-0337-000	Hendrickson, Jerry L & Gayle	X	Appraisal	1	32	25
11	17-0336-000	Lynch, Norman J & Judy A	X	Appraisal	1	32	25
12	17-0462-000	Crow, Loyd J & Venus M	X	Appraisal	1	32	25
13	17-0319-000	Foster, Kevin L & Rose M	X	AOS	1	32	25
14	17-0478-006	Ramm, Loren J	X	Appraisal	1	32	25
15	17-0316-000	Moore, Jesse C & Dorothy A	X	Appraisal	1	32	25
16	17-0328-000	Babak, Gregory	X	AOS	1	32	25
17	17-0329-000	Ramirez, Richard J & Robyn	X	AOS	1	32	25
Prepare for and participate in a kick off meeting (2 UFS staff) - Video Conference Calls					2	6	0
Prepare for and participate in ten (10) progress meetings (1 UFS staff) - Video Conference Calls					0	10	0
Draft acquisition documents for County review and approval					0	4	0
Prepare and submit up to 12 monthly progress reports - 12 reports					0	6	0
Review title reports and Parcel Title Summary Memos.					0	14	0
Draft Introduction Letter for County to send					0	2	0
Prepare Right of Way Funding Estimate, submit to County and WSDOT					1	12	0
Attend project site tour and on-site appraisal inspections with appraiser					0	8	0
Coordinate with County staff as needed throughout acquisition phase					4	12	0
Coordinate with Title/Escrow Specialist on parcel closing					0	10	0
ation (prepare ROW certification spreadsheet, prepare electronic files for review and draft letter for County					2	68	0
Subcontract with and manage Appraiser and Review Appraiser					6	10	0
Prepare paper parcel files for the County's records - 17 parcels					0	6	0
					32	712	46
							425

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: CRP 18-05

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Rob Bersanti
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: CRP 18-05

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Universal Field Services, Inc.

whose address is

111 Main Street, Suite 105, Edmonds, WA 98020

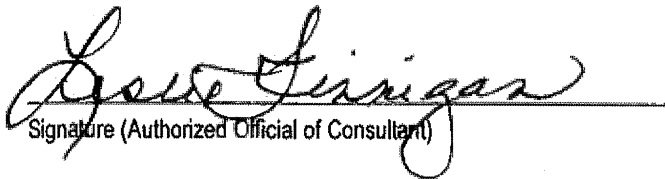
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Grant County
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Universal Field Services, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

9/25/23

Date

Agreement Number: CRP 18-05

Exhibit G-1(b) Certification of Bob Bersanti

I hereby certify that I am the:

☒ Design / Construction Engineer

☐ Other

of the GRANT COUNTY, and UNIVERSAL FIELD SERVICES, INC. WASHG
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.


Signature

9-25-23
Date

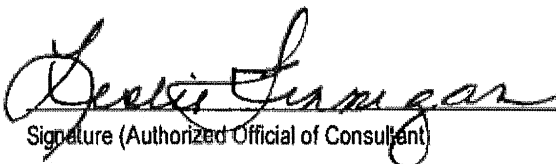
Agreement Number: CRP 18-05

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Universal Field Services, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

9/25/23

Date

Agreement Number: CRP 18-05

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:


1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Universal Field Services, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

9/25/23

Date

Agreement Number: CRP 18-05

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Grant Cty Maple/Grant Dr. Reconstruction * are accurate, complete, and current as of September 25, 2023 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Universal Field Services, Inc.


Signature

Vice President, Western Region

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: CRP 18-05

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: CRP 18-05

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

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Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

DAVID HUDSON

RIGHT OF WAY SERVICES PROFESSIONAL

SAN JUAN CAPISTRANO, CA 92675 (949) 842-1972 DAVID@HUDSONREDEV.COM

PROFESSIONAL SUMMARY

Senior Project Manager with 23 years of expertise in organizing business operations, financial oversight, and resource management of project operation. Expertise in Quality control monitoring by adhering to production schedule and budget. A leader managing personnel, identifying problems, and providing targeted solutions. Knowledgeable in accounting principles, budget forecasting and financial management.

Senior Right of Way experience that maintains responsibility for project oversight, relocation services, real property acquisition and related services for capital improvement projects nationwide.

SKILLS

- Advanced problem solving
- Business process re-engineering
- Project planning and development
- Client Relations
- Cost Tracking
- Staff Training and Development
- Budget Administration
- Cost Tracking
- Training Development and Execution
- Project Management
- Fluent in Spanish
- Easement Acquisition
- Real Property Transactions
- Construction Scheduling
- Advanced Microsoft Office

WORK HISTORY

JUNE 2022-CURRENT

Sr. Project Manager – Assistant Program Manager - Staff Supervisor

|Clark Land Resources | San Diego CA

- Oversight of Acquisition Team
- Financial Tracking
- Electrical Line Undergrounding SDG&E easement negotiation.

JANUARY 2020-JUNE 2022

Project Manager | Gomez Construction LLC | San Francisco Bay Area, CA

- Complete project management including application for funding, client interaction, project bidding and quality control. As contracted was responsible for all aspects from procurement through completion. Construction management, staff allocation and maintaining client contact.
- Updated operational methods and oversaw accounting procedures for improved efficiency.
- Developed and initiated projects, managed costs and monitored performance.

JANUARY 2018-JANUARY 2020

Senior Project Manager – Northern California Regional Manager | Overland Pacific and Cutler LLC | San Francisco, CA

- Complete Project Management and Agency Guideline Implementation
- Individual Consulting and Relocation Case Management
- Community Relations and outreach, project presentations and comm
- Financial Project Projection and Forecasting, Budgetary Compliance of Federal Funding Requirements for 150+ clients.
- Staffed and managed field team of 15, instituted educational training programs.

JANUARY 2017-JANUARY 2018

Independent Consultant | Chipman Relocations | San Diego, CA

- Consulting for primary moving contractor and local redeveloping agency to provide relocation guideline compliance for 250 temporary relocation resident cases to offsite accommodation and successful return upon completion of construction.
- Established operating procedure for moving contractor to operate withing California Title 25 relocation guidelines.

JANUARY 2012-JANUARY 2017

Associate | Autotemp | Oakland, CA

- Complete Project Management planning and Agency Guideline Implementation.
- Individual Consulting and Relocation Case Management for over 1000 cases.
- Lead Community Relations Initiative to educate affected residents in 40+ communities.
- Financial Project Projection and Budgetary Compliance of Federal Funding Requirements.
- Developed individual client action plans to address residential population needs of elderly and special needs.

JANUARY 2007-JANUARY 2013

Project Manager | Northern California, Paragon Partners Ltd | Contra Costa County, CA

- Managed over 50 open right of way client contracts.
- Oversaw acquisition of real property in 10 counties.
- Relocation advisory assistance for businesses and 500+ residential households.
- Consulted with and obtained specialized licensing and permits for business entities.

- Tenant Education of Oakland Housing Authority's Disposition of Properties.
- Updated operational methods and oversaw accounting procedures for improved efficiency.
- Developed and initiated projects, managed costs and monitored performance of Relocation Projects.
- Achieved project deadlines by coordinating with contractors to manage performance.

JANUARY 1999-JANUARY 2007

Senior Consultant | Overland Pacific and Cutler, Development Corp | San Diego, CA

- Relocation of over 200 San Diego School District residents. Multiple Light Rail acquisitions and part takes for San Diego Metropolitan Transit System: (MTS).
- Obtained specialized licensing and permits business entities.
- Determined areas for improvement and implemented processes to alleviate problems in system of contracted mover processes.

EDUCATION

1999

Bachelor of Arts: Spanish with Business
University of Oregon,

MAY 2004

Licensee

Department of Real Estate, California
California Department of Real Estate - Licensee #01712971

EXPECTED IN JANUARY 2024

Broker Licensee: Real Estate
Department of Real Estate, California

Currently working to obtain SRWA/RAC designation.